# Case 19-22268-CMB Doc 18 Filed 07/07/19 Entered 07/08/19 00:33:58 Desc Imaged Certificate of Notice Page 1 of 10

| Fill in this info               | ormation to identify y                              | our case:                                   |   |  |                            |   |                |  |
|---------------------------------|---|---|---|--|----------------------------|---|----------------|--|
| Debtor 1                        | Carol<br>First Name                                 | A. Middle Name                              | Dean<br>Last Name                                       |  |                            | Check if this is plan, and list b         | pelow          | the  |
| Debtor 2<br>(Spouse, if filing) | First Name  | Middle Name                                 | Last Name   |  |                            | sections of the                           |                | that have                                  |
| United States Ba                | ankruptcy Court for the We                          | estern District of Pe                       | ennsylvania   |  |                            |   |                |  |
| Case numbe                      | r <u>19-22268</u>                                   |   |   |  |                            |   |                |  |
| Western                         | District of Po                                      | nneylyani                                   | io.   |  |                            |   |                |  |
|                                 | <u>District of Pe</u><br>r 13 Plan D                | •   |   |  |                            |   |                |  |
|                                 |   |   |   | <del></del>  |                            |   |                |  |
| Part 1: Not                     | tices   |   |   |  |                            |   |                |  |
| To Debtors:                     | indicate that the o                                 | ption is appro                              | priate in your circ                                     | in some cases, but the pr<br>cumstances. Plans that do<br>lan control unless otherwis                                      | not c                      | omply with loca                           | al rule        |  |
|                                 | In the following notice                             | e to creditors, y                           | ou must check each                                      | box that applies.  |                            |   |                |  |
| To Creditors:                   | YOUR RIGHTS MA                                      | Y BE AFFECTE                                | D BY THIS PLAN.   | YOUR CLAIM MAY BE RED  | UCED,                      | , MODIFIED, OR                            | ELIM           | INATED.                                    |
|                                 | You should read this attorney, you may w            |   | •   | our attorney if you have one i   | in this b                  | oankruptcy case.                          | If you         | ı do not have a                            |
|                                 | ATTORNEY MUST<br>THE CONFIRMATI<br>PLAN WITHOUT F   | FILE AN OBJE<br>ON HEARING,<br>URTHER NOTIC | ECTION TO CONFII<br>UNLESS OTHERW<br>CE IF NO OBJECTION | YOUR CLAIM OR ANY PR<br>RMATION AT LEAST SEVE<br>VISE ORDERED BY THE C<br>ON TO CONFIRMATION IS<br>OF OF CLAIM IN ORDER TO | N (7) L<br>OURT.<br>FILED. | DAYS BEFORE<br>THE COURT I<br>SEE BANKRUI | THE L<br>MAY O | DATE SET FO<br>CONFIRM THI<br>RULE 3015. I |
|                                 | includes each of t                                  | he following it                             |   | Debtor(s) must check one<br>ded" box is unchecked or<br>n.   |                            |   |                |  |
| payment                         |   |   |   | 3, which may result in a parte action will be required   |                            | Included                                  | •              | Not Included                               |
|                                 | e of a judicial lien or ı<br>4 (a separate action v |   |   | ney security interest, set or limit)   | ut in                      | ○ Included                                | •              | Not Included                               |
| I.3 Nonstanda                   | ard provisions, set ou                              | it in Part 9                                |   |  |                            | Included                                  | •              | Not Included                               |
|                                 |   |   |   |  |                            |   |                |  |
| Part 2: Pla                     | n Payments and L                                    | ength of Plan                               |   |  |                            |   |                |  |
| 4 B. L. (1)                     |   |   |   |  |                            |   |                |  |
| Total amount                    | make regular payme<br>of \$1 230 00                 |   |   | m of 60 months shall be  | e paid t                   | o the trustee from                        | m futi         | ıre earnings as                            |
| follows:                        |   |   | 0.  |  |                            |   |                | J  |
| Payments                        | By Income Attachme                                  | ent Directly by                             | / Deptor  | By Automated Bank Trans  | sfer                       |   |                |  |
| D#1                             | \$1,230.00  |   | \$0.00  | \$0.00   |                            |   |                |  |
| D#2                             | \$0.00  |   | \$0.00  | \$0.00   |                            |   |                |  |
| (Income attach                  | nments must be used b                               | y debtors havin                             | g attachable income                                     | ) (SSA direct deposit reci   | pients                     | only)                                     |                |  |

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|   | Additional payments:   |  |  |  |  |  |   |  |  |
|---|--|--|--|--|--|--|---|--|--|
|   | Unpaid Filing Fees. available funds.   | The balance of \$  | shal   | ll be fully paid by  | the Trustee to   | the Clerk o  | f the Bankruptcy (  | Court from the first   |  |
|   | Check one.   |  |  |  |  |  |   |  |  |
|   | None. If "None" is checked, the rest of Section 2.2 need not be completed or reproduced.   |  |  |  |  |  |   |  |  |
|   | The debtor(s) will make additional payment(s) to the trustee from other sources, as specified below. Describe the source, estimated amount, and date of each anticipated payment.  |  |  |  |  |  |   |  |  |
|   | Debtor intends to sell   | five small lots valued a   | ıt approximately \$4   | 40,000.00 in total   | . Funds will be  | sent follow  | ing sale of the lots  |  |  |
|   |  |  |  |  |  |  |   |  |  |
| 2.3   | The total amount to be plus any additional so  |  |  |  | y the trustee b  | ased on t  | he total amount   | of plan payments   |  |
| Pa  | rt 3: Treatment of S   | Secured Claims   |  |  |  |  |   |  |  |
|   |  |  |  |  |  |  |   |  |  |
| 3.1   | Maintenance of paymen  | nts and cure of default  | t, if any, on Long-  | -Term Continuin  | g Debts.   |  |   |  |  |
|   | Check one.   |  |  |  |  |  |   |  |  |
|   | None. If "None" is ch  | necked, the rest of Sect   | ion 3.1 need not b   | e completed or re  | eproduced.   |  |   |  |  |
| the applicable contract and noticed in conformity with any appl |  |  |  | ent payments on the secured claims listed below, with any changes required by applicable rules. These payments will be disbursed by the trustee. Any existing bursements by the trustee, without interest. If relief from the automatic stay is , then, unless otherwise ordered by the court, all payments under this paragraph too that collateral will no longer be treated by the plan |  |  |   |  |  |
|   |  |  |  |  | 0  |  | Amount of   | Start date   |  |
|   | Name of creditor   | Col  | llateral   |  | Current<br>installm<br>paymen<br>(includin   |  | arrearage (if any)  | (MM/YYYY)  |  |
|   | Name of creditor  PNC Bank   |  | ll <b>ateral</b><br>5 Manifold Road V  | Vashington, PA 1   | installm<br>paymen<br>(includin  | t  | arrearage (if   |  |  |
|   |  | 608  |  | Vashington, PA 1   | installm<br>paymen<br>(includin  | t<br>g escrow)   | arrearage (if any)  | (MM/YYYY)  |  |
|   | PNC Bank  Insert additional claims as  | 609<br>s needed.   | 5 Manifold Road V  |  | installm<br>paymen<br>(includin<br>5301 \$5  | t g escrow) 26.00  | <b>arrearage</b> (if any)  \$13,000.00  | (MM/YYYY)  |  |
| 3.2   | PNC Bank  Insert additional claims as Request for valuation or   | 609<br>s needed.   | 5 Manifold Road V  |  | installm<br>paymen<br>(includin<br>5301 \$5  | t g escrow) 26.00  | <b>arrearage</b> (if any)  \$13,000.00  | (MM/YYYY)  |  |
| 3.2   | PNC Bank Insert additional claims as Request for valuation of  | s needed.  f security, payment of  | 5 Manifold Road W  | aims, and modifi   | installm<br>paymen<br>(includin<br>5301 \$5  | t g escrow) 26.00  | <b>arrearage</b> (if any)  \$13,000.00  | (MM/YYYY)  |  |
| 3.2   | PNC Bank  Insert additional claims as  Request for valuation of Check one.  None. If "None" is check   | s needed.  f security, payment of necked, the rest of Sect   | 5 Manifold Road W  f fully secured cla  ion 3.2 need not b   | aims, and modificate or response completed or re   | installm paymen (includin  5301 \$5  cication of under   | t g escrow) 26.00 ersecured  | arrearage (if any) \$13,000.00 Claims.  | (MM/YYYY)  |  |
| 3.2   | PNC Bank  Insert additional claims as  Request for valuation of the characteristic content of th | s needed.  f security, payment of necked, the rest of Section paragraph will be e  | 5 Manifold Road W  fully secured cla  ion 3.2 need not b  ffective only if th  | aims, and modifine completed or repeated by  | installm paymen (includin state of the state | g escrow) 26.00 ersecured  | arrearage (if any) \$13,000.00 claims.  | (MM/YYYY)<br>07/2019   |  |
| 3.2   | PNC Bank  Insert additional claims as  Request for valuation of the characteristic content of th | s needed.  f security, payment of necked, the rest of Sect   | 5 Manifold Road W  fully secured cla  ion 3.2 need not b  ffective only if th  | aims, and modifine completed or repeated by  | installm paymen (includin state of the state | g escrow) 26.00 ersecured  | arrearage (if any) \$13,000.00 claims.  | (MM/YYYY)<br>07/2019   |  |
| 3.2   | PNC Bank  Insert additional claims as  Request for valuation of the characteristic content of th | s needed.  f security, payment of necked, the rest of Sectific paragraph will be equest, by filing a separtisted below, the debtor   | 5 Manifold Road W  fully secured cla  ion 3.2 need not b  ffective only if the  rate adversary pro-  | aims, and modification of the completed or receeding, that the value of the second   | installm paymen (includin state of the court determinate of the court d | g escrow) 26.00 ersecured his plan is ne the value ould be as  | \$13,000.00  \$13,000.00  claims.  checked.  e of the secured conset out in the colors  | (MM/YYYY)  07/2019  claims listed                                  |  |
| 3.2   | PNC Bank  Insert additional claims as  Request for valuation of the characteristic content of th | s needed.  f security, payment of necked, the rest of Sectific paragraph will be equest, by filing a separalisted below, the debtor. For each listed claim, and claim that exceeds the curred claim is listed below. | 5 Manifold Road W  fully secured cla  ion 3.2 need not b  ffective only if the  rate adversary pro  r(s) state that the the value of the se he amount of the se lelow as having ne | aims, and modification of the completed or reperture applicable books occeeding, that the value of the secret claim will secured claim will o value, the creci   | installm paymen (includin stallm paymen (includin stallm s | g escrow) 26.00  ersecured  is plan is ne the valuation interest an unsecutation will be   | st out in the coluat the rate stated red claim under Fe treated in its er   | o7/2019  or/2019  claims listed  umn headed below.  Part 5. If the |  |
| 3.2   | PNC Bank  Insert additional claims as  Request for valuation of the character of the charac | s needed.  f security, payment of necked, the rest of Sectific paragraph will be equest, by filing a separalisted below, the debtor. For each listed claim, and claim that exceeds the curred claim is listed below. | 5 Manifold Road W  fully secured cla  ion 3.2 need not b  ffective only if the  rate adversary pro  r(s) state that the the value of the se he amount of the se lelow as having ne | aims, and modification of the completed or recedence applicable boxoceeding, that the value of the secrecured claim will secured claim will o value, the crecoff court is obtained Value of collateral   | installm paymen (includin stallm paymen (includin stallm s | g escrow) 26.00  ersecured  is plan is the valuation of t | set out in the column the rate stated in its eroceeding).  Interest water and the rate because of the secured of the secured of the rate stated in the rate occeding).  Interest water and the rate water and the rate stated in its eroceeding). | o7/2019  or/2019  claims listed  umn headed below.  Part 5. If the |  |

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| 3.3  | Secured claims excluded from 11   | U.S.C. § 506.   | -   |  |  |  |  |  |  |
|--|---|---|---|--|--|--|--|--|--|
|  | Check one.  |   |   |  |  |  |  |  |  |
|  | None. If "None" is checked, the rest of Section 3.3 need not be completed or reproduced.  |   |   |  |  |  |  |  |  |
|  | The claims listed below were either:  |   |   |  |  |  |  |  |  |
| (1) Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired use of the debtor(s), or |   |   |   |  |  |  |  |  |  |
|  | (2) Incurred within one (1) year of the petition date and secured by a purchase money security interest in any other thing of value.                |   |   |  |  |  |  |  |  |
|  | These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee.           |   |   |  |  |  |  |  |  |
|  | Name of creditor  | Collateral  | Amount of claim   | Interest<br>rate   | Monthly payment to creditor  |  |  |  |  |
|  | One Main Financial  | 2012 Nissan Sentra with 45,000 miles  | \$16,000.00   | 5%   | \$302.00   |  |  |  |  |
|  | Insert additional claims as needed.   |   |   |  |  |  |  |  |  |
| 3.4  | Lien Avoidance.   |   |   |  |  |  |  |  |  |
|  | Check one.  |   |   |  |  |  |  |  |  |
|  |   | one. If "None" is checked, the rest of Section 3.4 need not be completed or reproduced.  The remainder of this paragraph will be fective only if the applicable box in Part 1 of this plan is checked.  |   |  |  |  |  |  |  |
|  | debtor(s) would have been entitled the avoidance of a judicial lien of any judicial lien or security interest of the judicial lien or security into | ory, nonpurchase-money security inter ed under 11 U.S.C. § 522(b). The del r security interest securing a claim liste est that is avoided will be treated as an erest that is not avoided will be paid in e than one lien is to be avoided, provided. | otor(s) will request, <b>by filing</b> d below to the extent that it unsecured claim in Part 5 to full as a secured claim under | g a separate in impairs such to the extent all der the plan. | notion, that the court order exemptions. The amount of lowed. The amount, if any, See 11 U.S.C. § 522(f) and |  |  |  |  |
|  | Name of creditor  | Collateral  | Modified principal balance*   | Interest<br>rate   | Monthly payment or pro rata  |  |  |  |  |
|  |   |   | \$0.00  | 0%   | \$0.00   |  |  |  |  |
|  | Insert additional claims as needed.   |   |   |  |  |  |  |  |  |
|  | *If the lien will be wholly avoided, inse   | ert \$0 for Modified principal balance.   |   |  |  |  |  |  |  |
| 3.5  | Surrender of Collateral.  |   |   |  |  |  |  |  |  |
|  | Check one.  |   |   |  |  |  |  |  |  |
|  | None. If "None" is checked, the   | rest of Section 3.5 need not be completed   | eted or reproduced.   |  |  |  |  |  |  |
|  | confirmation of this plan the stay  | to each creditor listed below the collate<br>y under 11 U.S.C. § 362(a) be terminal<br>y allowed unsecured claim resulting fro  | ed as to the collateral only  | and that the s   | tay under 11 U.S.C. § 1301   |  |  |  |  |
|  | Name of creditor  | Col   | ateral  |  |  |  |  |  |  |
|  |   |   |   |  |  |  |  |  |  |
|  |   |   |   |  |  |  |  |  |  |

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#### 3.6 Secured tax claims.

| Name of taxing authority              | Total amount of claim | Type of tax | Interest<br>rate* | Identifying number(s) if collateral is real estate | Tax periods |
|---------------------------------------|-----------------------|-------------|-------------------|--|-------------|
| Washington County Tax<br>Claim Bureau | \$3,172.00            | Real Estate | 10%               | MULTIPLE   | 2018 - 2019 |

Insert additional claims as needed.

\* The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

| Part 4: | Treatment of Fees and Priority Claims |
|---------|---------------------------------------|
|         |                                       |

### 4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

#### 4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if pro se) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded.

#### 4.3 Attorney's fees.

| Attorney's fees are payable to Steidl & Steinberg, P.C.            | . In addition to a retainer of $\$1,100.00$ (of which $\$600.00$ was a  |
|--|---|
| payment to reimburse costs advanced and/or a no-look costs deposi  | it) already paid by or on behalf of the debtor, the amount of \$2,500.00 is   |
| to be paid at the rate of \$100.00 per month. Including any retain | iner paid, a total of \$ in fees and costs reimbursement has been   |
| approved by the court to date, based on a combination of the r     | no-look fee and costs deposit and previously approved application(s) for  |
|  | will be sought through a fee application to be filed and approved before any ains sufficient funding to pay that additional amount, without diminishing the secured claims. |
|  | ankruptcy Rule 9020-7(c) is being requested for services rendered to the gation Program (do not include the no-look fee in the total amount of                              |

### 4.4 Priority claims not treated elsewhere in Part 4.

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

| Name of creditor | Total amount of claim | Interest<br>rate<br>(0% if blank) | Statute providing priority status |
|------------------|-----------------------|-----------------------------------|-----------------------------------|
|                  | \$0.00                | 0%                                |                                   |

## Doc 18 Filed 07/07/19 Entered 07/08/19 \* 00:39:58 1 1 Desc Imaged 19-2268-CMB Certificate of Notice Page 5 of 10 4.5 Priority Domestic Support Obligations not assigned or owed to a governmental unit.

| debtor(s) expressly agrees to con     |  |                  |                      |                                | ting state court orders.                |  |  |  |
|---------------------------------------|--|------------------|----------------------|--------------------------------|---|--|--|--|
| Check here if this payment is         | s for prepetition arreara  | ages only.       |                      |                                |   |  |  |  |
| Name of creditor (specify the a SCDU) | ctual payee, e.g. PA   | Description      |                      | Claim                          | Monthly payment or pro rata             |  |  |  |
|                                       |  |                  |                      | \$0.00                         | \$0.00                                  |  |  |  |
| Insert additional claims as neede     | ed.  |                  |                      |                                |   |  |  |  |
| Domestic Support Obligations          | assigned or owed to  | a governmental ( | unit and paid less t | han full amount.               |   |  |  |  |
| Check one.                            | eck one.   |                  |                      |                                |   |  |  |  |
| None. If "None" is checked            | None. If "None" is checked, the rest of Section 4.6 need not be completed or reproduced.   |                  |                      |                                |   |  |  |  |
| governmental unit and will            | The allowed priority claims listed below are based on a Domestic Support Obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim under 11 U.S.C. § 1322(a)(4). This provision requires that payments in Section 2.1 be for a term of 60 months. See 11 U.S.C. § 1322(a)(4). |                  |                      |                                |   |  |  |  |
| Name of creditor                      |  |                  | Amount of claim      | to be paid                     |   |  |  |  |
|                                       |  |                  |                      | \$0.00                         |   |  |  |  |
| Insert additional claims as neede     | ed.  |                  | _                    |                                |   |  |  |  |
| Priority unsecured tax claims         | paid in full.  |                  |                      |                                |   |  |  |  |
| Name of taxing authority              | Total  | amount of claim  | Type of tax          | Interest<br>rate (0%<br>blank) | · • • • • • • • • • • • • • • • • • • • |  |  |  |
|                                       |  | \$0.00           |                      | 0                              | %                                       |  |  |  |
| Insert additional claims as neede     | ed.  |                  |                      |                                |   |  |  |  |

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Part 5:

**Treatment of Nonpriority Unsecured Claims** 

| 5.1 | Nonpriority unsecured claims not separately c  | lassified.  |   |   |   |  |  |
|-----|--|---|---|---|---|--|--|
|     | Debtor(s) <i>ESTIMATE(S)</i> that a total of \$1,939.00  | will be available for dist  | ribution to nonpriority unsec   | cured creditors.  |   |  |  |
|     | Debtor(s) <i>ACKNOWLEDGE(S)</i> that a <i>MINIMUM</i> of \$1,939.00 shall be paid to nonpriority unsecured creditors to comply with the liquidation alternative test for confirmation set forth in 11 U.S.C. § 1325(a)(4).   |   |   |   |   |  |  |
|     | The total pool of funds estimated above is <b>NO7</b> available for payment to these creditors under the percentage of payment to general unsecured creditor allowed claims. Late-filed claims will not be payoro-rata unless an objection has been filed within included in this class.   | e plan base will be determi<br>ditors is <u>100</u> %. Ti<br>id unless all timely filed cla | ned only after audit of the page of payment refers the page of payment refers the paid in full. | plan at time of completion<br>may change, based upo<br>Thereafter, all late-filed | on. The estimate<br>n the total amour<br>claims will be pai |  |  |
| 5.2 | Maintenance of payments and cure of any defa   | ault on nonpriority unsec   | ured claims.  |   |   |  |  |
|     | Check one.   |   |   |   |   |  |  |
|     | None. If "None" is checked, the rest of Section  | on 5.2 need not be complet  | ed or reproduced.   |   |   |  |  |
|     | The debtor(s) will maintain the contractual instance which the last payment is due after the final amount will be paid in full as specified below a  | plan payment. These pay   | ments will be disbursed by  |   |   |  |  |
|     | Name of creditor   | Current installment payment   | Amount of arrearage to be paid on the claim   | Estimated total payments by trustee   | Payment<br>beginning<br>date (MM/<br>YYYY)                  |  |  |
|     |  | \$0.00  | \$0.00  | \$0.00  |   |  |  |
|     | Insert additional claims as needed.  |   |   | -   |   |  |  |
| 5.3 | Postpetition utility monthly payments.   |   |   |   |   |  |  |
|     | The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a single monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment will not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to file ar amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from the debtor(s) after discharge. |   |   |   |   |  |  |
|     | Name of creditor   | Monthly pay   | ment Postpetit  | ion account number  |   |  |  |
|     |  |   | \$0.00  |   |   |  |  |
|     |  | •   | ψ0.00   |   |   |  |  |

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#### 

| 5.4 | Other separately classified nonpriority unsecured claims.  |  |                                   |                                      |  |  |  |  |  |  |
|-----|--|--|-----------------------------------|--------------------------------------|--|--|--|--|--|--|
|     | Check one.   |  |                                   |                                      |  |  |  |  |  |  |
|     | None. If "None" is checked, the rest of Section 5.4 need not be completed or reproduced.   |  |                                   |                                      |  |  |  |  |  |  |
|     | The allowed nonpriority unsecured claims listed below are separately classified and will be treated as follows:  |  |                                   |                                      |  |  |  |  |  |  |
|     | Name of creditor   | Basis for separate cla<br>treatment                  |                                   |                                      | rate pa                                  | Estimated total payments by trustee        |  |  |  |  |
|     |  |  |                                   | \$0.00                               | 0%                                       | \$0.00                                     |  |  |  |  |
|     | Insert additional claims as ne   | eeded.   |                                   |                                      |  |  |  |  |  |  |
| Pai | rt 6: Executory Contra   | acts and Unexpired Leases                            |                                   |                                      |  |  |  |  |  |  |
|     | The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected.  Check one.  None. If "None" is checked, the rest of Section 6.1 need not be completed or reproduced.  Assumed items. Current installment payments will be disbursed by the trustee. Arrearage payments will be disbursed by the trustee. |  |                                   |                                      |  |  |  |  |  |  |
|     | Name of creditor   | Description of leased property or executory contract | Current<br>installment<br>payment | Amount of<br>arrearage to be<br>paid | Estimated tota<br>payments by<br>trustee | Payment<br>beginning<br>date (MM/<br>YYYY) |  |  |  |  |
|     |  |  | \$0.00                            | \$0.00                               | \$0.00                                   |  |  |  |  |  |
|     | Insert additional claims as ne   | eeded.   |                                   |                                      | _  |  |  |  |  |  |
| Pai | rt 7: Vesting of Prope   | rty of the Estate                                    |                                   |                                      |  |  |  |  |  |  |
| 7.1 | Property of the estate shall   | not re-vest in the debtor(s) until the d             | lebtor(s) have co                 | mpleted all payments                 | under the confi                          | rmed plan.                                 |  |  |  |  |

### Part 8: General Principles Applicable to All Chapter 13 Plans

- 8.1 This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

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- 8.4 Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- 8.5 Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if *pro se*) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

## Part 9: Nonstandard Plan Provisions

9.1 Check "None" or List Nonstandard Plan Provisions.

None. If "None" is checked, the rest of part 9 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

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Part 10: Signatures

#### 10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

| X /s/ Carol A. Dean              | X                     |  |
|----------------------------------|-----------------------|--|
| Signature of Debtor 1            | Signature of Debtor 2 |  |
| Executed on Jul 3, 2019          | Executed on           |  |
| MM/DD/YYYY                       | MM/DD/YYYY            |  |
| X /s/ Kenneth Steidl             | DateJul 3, 2019       |  |
| Signature of debtor(s)' attorney | MM/DD/YYYY            |  |

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## Case 19-22268-CMB Doc 18 Filed 07/07/19 Entered 07/08/19 00:33:58 Desc Imaged Certificate of Notice Page 10 of 10

States Bankruptcy Court Western District of Pennsylvania

Case No. 19-22268-CMB In re: Carol A. Dean Chapter 13 Debtor

## CERTIFICATE OF NOTICE

District/off: 0315-2 User: agro Page 1 of 1 Date Rcvd: Jul 05, 2019 Form ID: pdf900 Total Noticed: 8

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 07, 2019.

db +Carol A. Dean, 605 Manifold Road,

15064566 +Citizens Bank Mastercard, c/o Stillman Law Offices, 50 Tower Office Park,

Woburn, MA 01801-2113

+Citizens Bank N.A., One Citizens Bank Way, Ma +KML Law Group, BNY Mellon Independence Center, One Citizens Bank Way, Mailstop: JCA115, Johnston, RI 02919-1922 15077523

15064567 701 Market Street - Suite 5000,

Philadelphia, PA 19106-1541 15064570 +PNC Bank, 2730 Liberty Avenue,

Pittsburgh, PA 15222-4747 15064569 3232 Newmark Drive, Miamisburg, OH 45342-5421

+Washington County Tax Claim Bureau, 100 West Beau Street, Ste. 205, Washington, PA 15301-4483 15064571

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

+E-mail/PDF: cbp@onemainfinancial.com Jul 06 2019 00:13:05 15064568 One Main Financial,

2 North Main St., Washington, PA 15301-4508

TOTAL: 1

\*\*\*\*\* BYPASSED RECIPIENTS (undeliverable, \* duplicate) \*\*\*\*\*

PNC BANK NATIONAL ASSOCIATION

TOTALS: 1, \* 0, ## 0

Washington, PA 15301-9601

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank, P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 07, 2019 Signature: /s/Joseph Speetjens

### CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on July 3, 2019 at the address(es) listed below:

James Warmbrodt on behalf of Creditor PNC BANK NATIONAL ASSOCIATION bkgroup@kmllawgroup.com on behalf of Debtor Carol A. Dean julie.steidl@steidl-steinberg.com, Kenneth Steidl ken.steidl@steidl-steinberg.com;ifriend@steidl-steinberg.com;asteidl@steidl-steinberg.com;todd@st eidl-steinberg.com;cgoga@steidl-steinberg.com;rlager@steidl-steinberg.com;leslie.nebel@steidl-ste inberg.com

Office of the United States Trustee ustpregion03.pi.ecf@usdoj.gov Ronda J. Winnecour cmecf@chapter13trusteewdpa.com

TOTAL: 4